

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

DEVELOPERS DIVERSIFIED of TENNESSEE, INC.,)	
)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 3:04-0015
)	JUDGE KNOWLES
)	
TOKIO MARINE & FIRE INSURANCE CO.,)	
)	
)	
Defendant.)	

TOKIO MARINE & FIRE INSURANCE CO.,)	
)	
Counter-Plaintiff)	
)	
v.)	
)	
DEVELOPERS DIVERSIFIED of TENNESSEE, INC.,)	
)	
)	
Counter-Defendant.)	

DEVELOPERS DIVERSIFIED of TENNESSEE, INC.,)	
)	
)	
Counter-Defendant and Third- Party Plaintiff,)	
)	
v.)	
)	
)	
CHM ROOF CONSULTANTS, INC.,)	
)	
Third-Party Defendant.)	

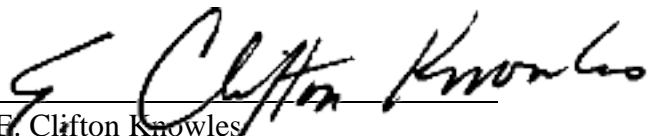
TOKIO MARINE & FIRE INSURANCE)
CO.,)
)
Plaintiff,)
)
v.)
)
FORESIGHT SERVICES, INC., f/k/a)
FORESIGHT CONSULTING, INC.)
)
Defendant.)

ORDER

For the reasons set forth in the Memorandum Opinion entered contemporaneously herewith, the Motion of Plaintiff, Developers Diversified of Tennessee, Inc., for Summary Judgment (Docket No. 173) is GRANTED, and the Motion of Defendant, Tokio Marine & Fire Insurance Co., for Summary Judgment (Docket No. 179) is DENIED, the Court finding that there is no genuine issue as to any material fact and that Plaintiff is entitled to a judgment as a matter of law.

The Court declares, pursuant to Fed. R. Civ. P. 57 and 28 U.S.C. § 2201, that Plaintiff, Developers Diversified of Tennessee, Inc., has no obligation to pay Defendant Tokio for any subrogated amount and that Plaintiff has no obligation to indemnify Defendant Tokio for any loss arising out of the partial roof collapse at issue in this action. The claims of Defendant Tokio against Plaintiff Developers are DISMISSED WITH PREJUDICE.

IT IS SO ORDERED.


 E. Clifton Knowles
 United States Magistrate Judge